

IN THE UNITED STATES DISTRICT COURT

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U.S. DISTRICT COURT  
WEST DIST. OF WISCONSIN

FOR THE WESTERN DISTRICT OF WISCONSIN

MAY 29 2013

QUINCY M. NERI

May 29, 2013

Plaintiffs',

Case No.

SENTINEL INSURANCE COMPANY LTD

13 C 0382 7

ERIC FERGUSON DBA/  
WHITE SCHOOL STUDIOS

Defendants',

**BACKGROUND**

1. Quincy Neri is a plaintiff and an adult resident and citizen of Wisconsin who resides at 809 N. Thompson Dr., #102, Madison WI 53704
2. Sentinel Insurance Company LTD is a Defendant that is located at One Hartford Plaza Hartford, CT 06155. Upon information and belief, Sentinel Insurance Company LTD sold a professional liability policy to Eric Ferguson covering the period from 12/6/10-12/6/11, POLICY # 65 SBA ZS3936.
3. Eric Ferguson is a Defendant and an adult resident and citizen of Wisconsin who does business as White School Studios which is located at 242 N. Lexington Street, Spring Green, WI 53588.
4. White School Studios is a Defendant and business owned by Eric Ferguson located at 242 N. Lexington Street, Spring Green, WI 53588.

## CAUSE OF ACTION

5.) Plaintiff realleges and incorporates by reference herein paragraphs 1-4 inclusive and further states

6.) In April 2009, I finished my creation and install of my art glass sculpture and ceiling design made to accommodate my glass piece in the Linda Hughes/Pinckney Holdings, LLC home and titled it, "Mendota Reflection©". I have copyright certificate "Processes of Mendota Reflection © TM, REg. No. VAu001092700 (See Ex. A). Copyright application pending are 1-8-28894901 titled Mendota Reflection Art Glass Sculpture Design ©.

7.) April 12, 2011 I discovered my artwork, "Mendota Reflection©" on Architectural Building Arts, Inc. (ABA), website, without written consents and permission from me as I was the author who retained all copyrights on the "Mendota Reflection © (See Ex. B). Eric Ferguson name was on the website as the author.

8.) I discovered that Eric Ferguson gave unlimited usage rights of the photos he took of my copyrighted art glass and ceiling design to Lesley Sager and ABA which triggered them to infringe on my copyrighted artwork "Processes of Mendota Reflection©" (See Ex. C, and Ex. E). Quincy Neri also designed the lighting package for her artwork .

9.) Eric Ferguson signed a photographer release for the NARI/Coty award submission which gave them and their national sponsors permissions to use my copyrighted artwork in their publications and on the internet for downloads without my permissions and knowledge.

10.) August 2011 I filed my copyright infringement claim in the Western District Court case no. 11-cv-429-slc.

11.) The time frame for Mr. Ferguson's infringements were 2009 through 2012. Rural

Insurance, Ferguson's insurer for 2009-2010 intervened to defend in the federal case no. 11-cv-429-slc. Later in the discovery process I learned that Mr. Ferguson's insurer for the years 2010 – 2011 was Sentinel Insurance. (See Ex. F). Sentinel did not intervene or defend Mr. Ferguson in this case. I obtained Mr. Ferguson's policy through his attorney for the federal case and a claim number from the Sentinel adjuster Allan Wood #GL10257176.

12.) 3/29/12 Depositions were taken by Plaintiff Neri and Plaintiff Rigsby for Eric Ferguson in the federal 11-cv-429-slc case. Mr. Ferguson admitted here that he used Plaintiff's copyright without permissions or consents from Neri and that he had given away unlimited usage rights to ABA and Lesley Sager. (See Ex. G).

13.) Sentinel Insurance had coverage for Ferguson's infringements under the personal and advertising injury section (Ex. F). Wisconsin adopts the "all sums" approach to policy allocation, requiring an insurer whose policy is triggered to pay all sums that the insured is obligated to pay as damages, up to its policy limits.

14.) Copyright infringement. Eric Ferguson committed both direct and contributory copyright infringement on my copyrighted artglass sculpture.

15.) Trade Dress Infringement. Ferguson infringed on Plaintiffs' trade dress with his advertising activities with the "Mendota Reflection © TM advertised on ABA, NARI's magazine in ABA's newsletter, downloads and on Lesley Sager's website for four years. Lanham Act 43, 15 U.S.C. 1125 covers trade dress infringement. My copyrighted art glass sculpture is distinctive because of its handmade original colors and design. Eric Ferguson altered the photographs he took of my work that resulted in an untrue and

distorted representation of the artwork as the design as a whole. My artwork design is distinctive in that it is unusual in shape, design and color that sets it apart from others.

16.) Eric Ferguson also committed direct and contributory infringement on my Wisconsin State Trademark issued in May 2011 by giving away unlimited usage rights without permissions from me.

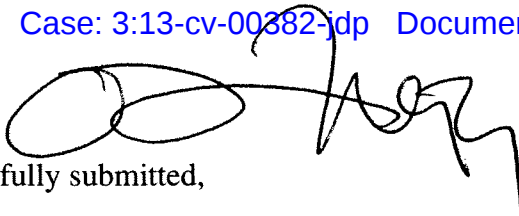
### **CONCLUSION**

I am filing this claim because Sentinel never intervened or was involved in the original federal case no. 11-cv-429-slc. Rural Insurance intervened in this case but Sentinel never did so there is the open and unresolved claim of Eric Ferguson's copyright infringement from the years 2010-1022. All claims for the other insurance companies for the Defendants' in the original federal case have been sued and litigated except for Sentinel. They are accountable just as the other insurance companies are for their insured's copyright, trademark and trade dress infringement indemnifications. Their insured Eric Ferguson admitted he did not have permissions from me to use my art glass sculpture and ceiling design in his deposition testimony and is responsible for a continuous trigger giving unlimited licenses for use of my copyrights and trademarks to Architectural Building Arts, Inc., Lesley Sager and for the NARI/Coty award national sponsors.

### **PRAYER FOR RELIEF**

Plaintiff requests the courts grant judgment in her favor and against these Defendants and asks for relief as follows:

1. Monetary relief for all copyright infringement remedies
2. Monetary relief for all trade dress remedies
3. Monetary relief for all trademark remedies
4. Any other remedies the court deems fit
5. All costs and fees reimbursed

A handwritten signature in black ink, appearing to read 'Quincy Neri', written over a horizontal line.

Respectfully submitted,

Quincy Neri  
809 N. Thompson Dr.,#102,  
Madison WI 53704  
Ph. 608-469-6634